

Christina Kenyon

From: Troy Kockrow
Sent: Wednesday, July 03, 2019 11:52 AM
To: Christina Kenyon
Cc: Kirsten Ramstrom; Justin Babcock
Subject: FW: Job No. J19-007 Bassi Road Bridge
Attachments: IMG_20190703_0001.pdf

Chris,

Please review, sign, and return to Raymond Willis. It is extremely important that we expedite this so that we can maintain schedule.

Thanks,

Troy Kockrow
Steelhead Constructors, Inc.
P.O. Box 997
Palo Cedro, CA 96073
530-226-6400 Phone
530-226-6401 Fax
www.steelheadconstructors.com

From: Willis Rebar <willisrebar@gmail.com>
Sent: Wednesday, July 03, 2019 11:46 AM
To: Troy Kockrow <Troy@steelheadconstructors.com>; Justin Babcock <justin@steelheadconstructors.com>
Subject: Job No. J19-007 Bassi Road Bridge

Troy, Justin

I need this Joint check agreement signed for Farwest. I think we can have steel on site Wednesday 07/10/19.

Raymond Willis III
President
Willis Rebar Inc.

Tel 707-419-5949
Fax 707-759-3483

JOINT CHECK AGREEMENT AND GUARANTY

PARTIES: **STEELHEAD CONSTRUCTORS INC, a California Cororation** ("General Contractor")
PO BOX 997
PALO CEDRO, CA 96073

WILLIS REBAR INC, a California Corporation ("Subcontractor")
2333 COURAGE DRIVE, STE H#9
FAIRFIELD, CA 94533

FARWEST STEEL REINFORCING COMPANY, and Oregon Corporation ("Farwest")
P.O. Box 889
Eugene, OR 97440

PROJECT: **BASSI ROAD BRIDGE @ GRANITE CREEK BRIDGE REPLACEMENT**
1.25 MILES FROM HWY 49 @ LOTUS ROAD
COLOMA, CA

RECITALS:

- A. General Contractor has employed Subcontractor to perform certain work in connection with the Project. Subcontractor intends to purchase certain labor and materials from Farwest in connection with performing the work.
- B. Farwest and Subcontractor desire to enter into this agreement in order to provide security to Farwest for Subcontractor's obligations to Farwest.
- C. General Contractor desires to enter into this agreement in order to reduce the probability that Farwest will file a construction lien, bond claim and/or stop notice in connection with the Project.

AGREEMENTS:

1. JOINT CHECKS. Each payment by General Contractor to Subcontractor in connection with the Project (a Payment), shall be made within the following terms: 1% discount if paid within 10 days of Farwest's invoice date. Gross amount due within 30 days of Farwest's invoice date.. **Service charges will be assessed, and General Contractor and Subcontractor agree to pay the same, at a rate of 1-1/2% per month (18% per annum) on all invoices not paid within the above terms.**

General Contractor shall either:

- a. Issue a check payable jointly to Subcontractor and Farwest (a Joint Check) for the full amount of the Payment; or
 - b. Following consultation with the Subcontractor and Farwest, issue a Joint Check for that portion of the Payment reasonably determined by General contractor to be allocable to amounts owing to Farwest. (Provided the parties act in good faith, no party shall have any liability for an inaccuracy in the General Contractor's allocation.) Subcontractor shall endorse each Joint Check without any restrictive or special endorsement, and shall deliver each endorsed Joint Check to Farwest not later than the third (3rd) business day following receipt by Subcontractor.
2. **PROCEEDS OF CHECKS.** That portion of the proceeds of each Joint Check reasonably determined by Farwest to be allocable to amounts owing to Farwest (the Farwest Allocation) shall be credited against amounts owing by Subcontractor to Farwest in connection with the Project. If the proceeds of any Joint Check exceed the Farwest Allocation, Farwest may either disburse the excess proceeds to Subcontractor, apply the excess proceeds to any other amounts owing by Subcontractor to Farwest in connection with the Project, or carry the excess proceeds as a credit balance with respect to the Project. Farwest shall not be deemed to have received any amounts disbursed to Subcontractor provided Farwest has acted in good faith in determining the Farwest Allocation. If any Joint Check is dishonored, Farwest may charge back to the Project any amounts previously credited in connection with that Joint Check.
3. **CREDIT BALANCES.** Following completion of the Project, and following payment in full for all amounts

owing to Farwest in connection with the Project. If a credit balance remains, the Farwest may either disburse the credit balance to Subcontractor or apply the credit balance to any other amounts owing to Farwest by Subcontractor.

4. **GUARANTY.** General Contractor guarantees payment of all amounts owing by Subcontractor to Farwest in connection with the Project, including, but not limited to, amounts owing for labor and materials, shipping and handling, and service and collection charges. This is a continuing guaranty, and shall terminate only on the satisfaction of all such indebtedness. This guaranty may be immediately enforced by Farwest on the nonpayment when due of any such indebtedness, and Farwest is not required to institute suit or exhaust its legal remedies against Subcontractor in order to enforce this guaranty. This guaranty shall not be discharged or in any way affected if, from time to time, (1) Farwest extends the time for payment or otherwise modifies any obligations of Subcontractor, (2) Farwest releases any collateral or otherwise modifies any rights of Farwest, (3) Farwest fails to enforce any rights or remedies available to it, or (4) Subcontractor is subject to a bankruptcy or other proceeding for the relief of debtors.
5. **INTERPRETATION.** This agreement does not:
 - a. Constitute a waiver or modification of Farwest's right to prompt payment from Subcontractor in accordance with Farwest's payment terms.
 - b. Constitute a waiver or modification of any right Farwest may have to file a construction lien or to assert a bond claim or file a stop notice for amounts owing to Farwest in connection with the Project.
 - c. Obligate Farwest in any manner to make sales of labor or materials to Subcontractor or to in any manner extend credit to Subcontractor after the date of this agreement.
6. **SECURITY.** As security for all Subcontractors' obligations to Farwest, Subcontractor grants Farwest a security interest in Subcontractor's account receivable from General Contractor in connection with the Project. A copy of this agreement may be filed on Farwest's behalf with appropriate state or other authorities, at any time after signature of Subcontractor, as a financing statement in order to protect Farwest's security interest.
7. **LEGAL PROCEEDINGS.** In the event of any legal proceeding relating to this agreement, including any bankruptcy proceeding, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in such proceeding, or any appeal thereof, in addition to the costs and disbursements allowed by law.

WILLIS REBAR INC



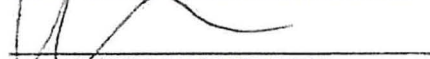
By: Raymond Willis III
Its: President
Dated: July 3, 2019

Farwest Steel Reinforcing Company



By: CJ Lewis
Its: Corporate Contract Manager
Dated: July 3, 2019

STEELHEAD CONSTRUCTORS INC



By: KIRSTEN RAMSTROM
Its: SEC/TREASURER
Dated: 07/03/2019

SCI Project #154

CC: chris@steelheadconstructors.com